

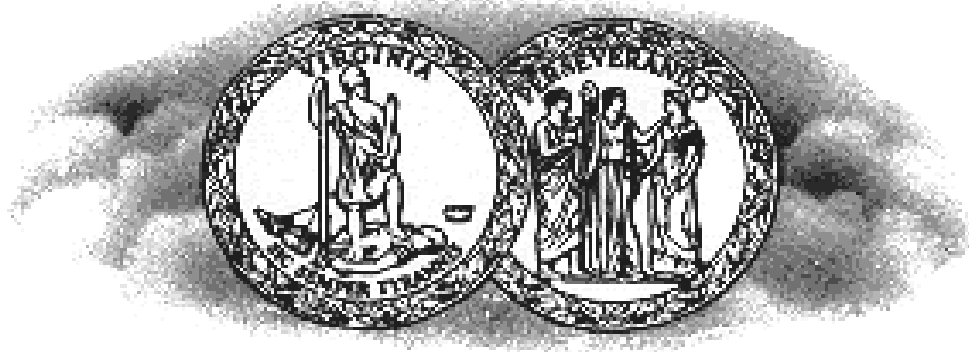
COMMONWEALTH OF VIRGINIA

STATE CORPORATION COMMISSION

Issued on Behalf of the Information Technology Division

Request For Proposals # SCC-13-022-ITD

Third Party Electronic Payment Processing Services



VIRGINIA STATE CORPORATION COMMISSION
TYLER BUILDING
PO BOX 1197
RICHMOND, VIRGINIA 23218-1197

Issue Date: December 2, 2013

Proposals Shall be Received Until 2:00 P.M., December 30, 2013

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia* §2.2-4343.1 or against a offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PROPOSALS

Issue Date: December 2, 2013 RFP# SCC-13-022-ITD

Title: Third Party Electronic Payment Processing Services

Commodity Code: 20846

Issuing Agency: COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION
COMMISSION COMPTROLLER'S OFFICE
PROCUREMENT
1300 E. MAIN STREET
RICHMOND, VIRGINIA 23219

Location: Tyler Building at 1300 E. Main Street

Period of Contract: Initial one (1) year period to include four (4) one (1)-year renewal options

Sealed Proposals will be received until 2:00 p.m., December 30, 2013 for furnishing the services described herein.

All inquiries for information should be in writing and directed to: Sheryl Conyers, State Corporation Commission, Phone: (804) 371-9461, fax: (804) 371-9836, or e-mail: Sheryl.Conyers@scc.virginia.gov.

IF PROPOSALS ARE MAILED, SEND TO: IF PROPOSALS ARE HAND DELIVERED,
DELIVER DIRECTLY TO:

Sheryl Conyers
State Corporation Commission
Office of Commission Comptroller
Procurement
PO Box 1197
Richmond, VA 23218-1197

Sheryl Conyers
State Corporation Commission
Office of Commission Comptroller
Procurement
Tyler Bldg., 1300 E. Main St., 7th Floor
Richmond, VA 23219

In compliance with this Request for Proposals and to all the conditions imposed therein and hereby incorporated by reference, the Undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name And Address Of Firm:		Date:
		By:
		(signature in ink)
Zip code:		Name:
		(please print)
eVA Vendor ID or DUNS#:		
Telephone Number:	()	Title:
FAX No.:	()	Email:

TABLE OF CONTENTS

I.	PURPOSE:	4
II.	PROPOSAL INQUIRIES/POINT OF CONTACT:.....	4
III.	BACKGROUND:	4
IV.	GLOSSARY OF TERMS:	5
V.	OFFEROR QUALIFICATIONS:	6
VI.	STATEMENT OF NEEDS:	6
VII.	PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:	18
VIII.	EVALUATION AND AWARD CRITERIA:.....	23
IX.	REPORTING REQUIREMENTS:	24
X.	TENTATIVE SCHEDULE OF EVENTS:	24
XI.	PRE-PROPOSAL CONFERENCE:	24
XII.	GENERAL TERMS AND CONDITIONS:.....	25
XIII.	SPECIAL TERMS AND CONDITIONS:	32
XIV.	PRICING SCHEDULE:.....	34
XV.	METHOD OF PAYMENT:	35
XVI.	APPENDICES:	35
	APPENDIX A - Small, Women-Owned, And Minority-Owned Businesses.....	36
	APPENDIX B - Offeror Data Sheet.....	39
	APPENDIX C - W-9/Request For Taxpayer Identification Number And Certification	43
	APPENDIX D- STATE CORPORATION COMMISSION FORM	46
	APPENDIX E – Standard Contract	47
	APPENDIX F – Pricing Schedule	48
	APPENDIX G – eFile Adoption Rates	49
	APPENDIX H - eFile Technical Architecture and System Interactions	50
	APPENDIX I - Directions to the Tyler Building	51

I. PURPOSE:

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals from qualified sources to establish a contract through competitive negotiation for third party electronic payment processing services for the State Corporation Commission (SCC).

The SCC Office of the Clerk currently requires third party electronic payment services and point of sale payment services to provide payment functionality for its online filing system for business entities, SCC eFile. The SCC may require third party electronic payment services and point of sale payment services for other divisions/functions in the future.

The SCC requires that these services be in production and available to the public no later than June 30, 2014.

II. PROPOSAL INQUIRIES/POINT OF CONTACT:

All inquiries concerning this RFP must be submitted in writing by e-mail or US mail and are limited to the single-point-of-contact (SPOC) indicated below, citing the RFP title, number, page, section, and paragraph. To ensure timely and adequate consideration of all proposals, potential Offerors are to limit all contact, whether verbal or written, pertaining to this RFP, to the designated SPOC for the duration of the RFP process. Failure to do so will compound the complexity of this procurement program and may jeopardize further consideration of an Offeror's proposal.

SPOC E-Mail: (sheryl.conyers@scc.virginia.gov)
SPOC Tele #: (804-371-9461)

The SCC assumes no liability for assuring accurate/complete e-mail transmission/receipt and will not acknowledge receipt. No verbal responses will be provided.

Inquiries must be received by the SPOC no later than ten (10) business days, December 12, 2013 prior to the proposal due date. Questions received later than this date will not be considered properly submitted and will not be considered. The SCC intends to issue a written response by email to properly submitted questions. The SCC may consolidate and/or paraphrase questions for sufficiency and clarity. The SCC may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate.

III. BACKGROUND:

State Corporation Commission

The SCC is an independent department of government established by the Virginia Constitution of 1902. The Constitution vested the SCC with judicial, legislative, and executive powers. The SCC acts as a court of record and holds formal hearings when warranted.

The SCC is vested with regulatory authority over many business and economic interests in Virginia. These interests are as varied as the SCC's powers, which are delineated by the state constitution and state law. Its authority ranges from setting rates charged by large investor-owned utilities to serving as the central filing agency for corporations in Virginia.

Initially established to oversee the railroad and telephone and telegraph industries in Virginia, the SCC's jurisdiction now includes many businesses that directly affect Virginia consumers. The SCC's authority encompasses utilities, insurance, state-chartered financial institutions, securities, retail franchising, and railroads. It is the state's central filing office for corporations, limited partnerships, limited liability companies and Uniform Commercial Code liens.

SCC Offices

The State Corporation Commission headquarters is located at 1300 East Main Street, Richmond, Virginia 23219. The SCC Bureau of Financial Institutions also has a Satellite Office located at 3959 Electric Road Suite 380, Roanoke, Virginia 24018.

IV. GLOSSARY OF TERMS:

The following terms and definitions apply to this sealed RFP and any resulting contract:

24/7 – Twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.

Account Data – Cardholder and sensitive authentication data.

Business Hours – 8:15 A.M. – 5:00 P.M. Eastern Standard Time (or Daylight Savings Time, as applicable), Monday through Friday, excluding state holidays.

CIS - The Clerk's Information System (CIS) is the primary system for storing information related to business entity filings, Uniform Commercial Code ("UCC") financing statements and federal tax liens.

Contractor – The person or firm awarded a contract to provide the goods/services required in this solicitation.

Convenience Fee(s) – Fee(s) that may be imposed upon the customer by the third party electronic payment processor in order to conduct the electronic payment transaction(s). The convenience fee is distinct and separate from the obligation due to the SCC.

Electronic Check (eCheck) – An electronic version or representation of a paper check.

Electronic Payment – Non-cash payment instruments including credit cards and electronic checks.

Interactive Voice Response (IVR) System – A system that allows people to interact with an automated system or computer by using voice or dual-tone multi-frequency inputs.

Offeror – A person or firm that makes an offer by submitting a proposal in response to this solicitation.

Request for Proposals (RFP) – A request for sealed written proposals to be conveyed by U.S. Mail, commercial courier service, facsimile, email, eVA, or other means.

Shall/Must - As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. The terms “must” and “shall” identify requirements that, if not discussed in an Offeror’s proposal, will have a major negative impact on the suitability of the proposed solution.

Should/May – As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. The terms “should” and “may” identify highly desirable requirements.

Third Party Electronic Payment Processing – Processing of electronic payments that is performed by one party on behalf of another party. In this instance, the contractor would be processing electronic payments on behalf of the SCC.

Third Party Electronic Payment Processor - The person or firm who will be providing the third party electronic payment processing services detailed in this solicitation.

Until – Up to the time of or before a specified time.

V. OFFEROR QUALIFICATIONS:

The Offeror shall have a minimum of three (3) years in business providing the goods or services described herein.

VI. STATEMENT OF NEEDS:

A. General Requirements

The SCC requires third party electronic payment processing services to support SCC eFile, its online solution for business entity filings. Required services include electronic credit card processing, electronic check transaction processing, and point of sale transactions in the SCC Clerk’s office. Credit card types accepted for payments shall include VISA, MasterCard, Discover, and American Express. The contractor shall be responsible for the electronic payment processing services; the SCC will not store credit card or bank account numbers in its systems and it will not collect the payment processor’s convenience fee(s).

Services shall be provided to SCC customers through an online payment processing system and point of sale/service processing system for the acceptance of credit cards

and eChecks. The electronic payment processing systems should be well organized and easy for a customer to navigate.

Currently, the following transactions may be made through SCC eFile and use the SCC eFile payment process:

- Real-time filing for New Virginia Corporations
- Real-time filing for New Virginia Limited Liability Companies (LLCs)
- PDF document submission for new Corporations and LLCs
- PDF document submission for existing Corporations and LLCs
- Uniform Commercial Code (UCC) filings
- PDF document submission of UCC financing statements and amendments
- Certificates of Good Standing and Fact of Existence/Registration
- Annual Registration Fees for Corporations and LLCs

The electronic payment processing services shall integrate with the SCC eFile application, including its Order Management system. The SCC eFile application uses a specific process flow for payment transactions. The various steps in the current flow, including interfaces with other systems, are as follows:

1. Review Balance Due – Upon initiation of a payment, the user is presented with information regarding the amount owed. No partial payments are allowed for online payment transactions. Information is also included regarding the convenience fee charged by the third party payment provider. All online payment transactions through SCC eFile are processed by the third party payment provider.
2. Enter Payment Information – After reviewing the balance owed, the user must select a payment type between credit card (Visa, MasterCard, American Express, and Discover) or eCheck. After making this selection, the user temporarily leaves SCC eFile and is navigated through a series of pages hosted by the third party payment provider. The user enters his or her payment information including name and address, credit card number or routing/account number through the third party payment provider's SCC eFile site.
3. Receive Confirmation of Payment – Once the user reviews their payment information and submits the payment, the third party payment provider provides its own payment confirmation page to the user. When the user navigates from the third party payment provider confirmation, the user is automatically redirected back to SCC eFile and receives an SCC eFile payment confirmation page. The SCC eFile confirmation page can include such information as the Payment Type, Payment Amount, SCC ID, Business Entity Name, Date, and Document Control Number.
4. Interface with CIS via ApplinX– As part of the payment process, SCC eFile transmits the payment information to CIS via the ApplinX solution.

SCC eFile uses an Order Management system for accepting payments and integrates with a third party payment provider to accept payments from users. The system is deployed in three parts:

1. SCC eFile creates Orders and provides the user with an interface for initiating an Order.
2. SCC eFile sends the Order arguments to the third party payment processor and presents a view of the third party payment processor payment system to the end user. The third party payment processor system is hosted by that provider and is a third party dependency of SCC eFile.
3. The final part of the system is the Payment Listener service, which is notified by the third party payment processor system when a payment is processed. The Payment Listener is a WCF service hosted on a server accessible to an HTTP POST from the third party payment processor domain. The Payment Listener is the entry point for processing an Order. If payment is accepted by the third party payment processor, then the Order is processed and the Service Offering is fulfilled. A single, unique correlation token is passed along from SCC eFile to the third party payment processor and back to identify an Order.

Statistics regarding eFile adoption rates are attached as Appendix G.

See Appendix H for eFile Technical Architecture and System Interactions.

B. Online Payment Processing System

The contractor shall offer customers an online payment processing system for the acceptance of credit cards and e-checks.

The online payment processing system shall:

1. Be available for use by customers 24/7 with minimum downtime for maintenance;
2. Be able to run on Internet Explorer, Firefox and Safari;
3. Provide safeguards to prevent users from initiating multiple payments in error;
4. Provide the customer with a printable receipt with information about the success or failure of the electronic payment transaction, including:

- a. Transaction status (i.e. accepted or declined);
 - b. Amount of the transaction;
 - c. Amount of any convenience fee;
 - d. Address verification service response;
 - e. Card or eCheck verification value response;
 - f. Unique transaction ID# for the payment.
5. Allow the customer to terminate the transaction at any time prior to finalizing the transaction.

The online payment processing system should have features in place to detect and/or prevent credit card and eCheck fraud.

C. Point of Sale/Service Transaction Capability

The contractor shall have point of sale/service transaction capability so that walk-in customers can make credit card and other electronic payments during business hours. The contractor shall provide a payment application programming interface (API), which will be utilized as a means of accepting credit cards for payments from walk-in customers during business hours.

The API call generated by the SCC's card swipe shall:

1. Return information about the success or failure of the electronic payment transaction, including:
 - a. Transaction status (i.e. accepted or declined);
 - b. Amount of the transaction;
 - c. Amount of any convenience fee;
 - d. Unique transaction ID# for the payment;
 - e. Any error codes;
 - f. .
2. Allow the following information as inputs:
 - a. Card type;
 - b. Card number;
 - c. Expiration date;
 - d. Card verification value;
 - e. Name;
 - f. Address;
 - g. Account number;

- h. Transaction amount.

D. Interactive Voice Response (IVR) System

The offeror may include in its response the ability to offer customers an IVR System for the acceptance of credit cards, electronic checks, and other forms of electronic payments.

E. Transaction Posting, Reversals, Reconciliation, and Reporting

1. Transaction Posting

The contractor shall provide for the authorization and settlement of transactions through the appropriate authorization and settlement networks and provide problem resolution to transaction and/or settlement discrepancies within two (2) business days.

Within twenty-four (24) hours of authorization, the payments shall be submitted to the Automated Clearing House (ACH) for processing. The funds received, less any applicable convenience fees, shall be transmitted to the SCC by ACH transaction to the account(s) designated by the SCC. It is the intent of the SCC to have the contractor transmit the funds to the designated account(s) as soon as possible and minimize the total time between payment authorization and transmittal of funds to the SCC.

2. Reversals (Refunds)

The electronic payment processing system shall allow the customer or the SCC to initiate a full or partial reversal of payment(s) processed. The contractor should:

- a. Notify the SCC at least 24 hours in advance of a customer-initiated reversal prior to the reversal being completed and approved by the system provider (except in instances in which fraud is alleged);
- b. Provide the SCC with the ability to request a reversal for a payment.

3. Reconciliation

The electronic payment processing system shall enforce standards and processes necessary for the proper recording and reconciliation of all transactions. The system must provide reports for reconciliation and balancing total receipts as well as, but not limited to, the following:

- a. Business period (daily, weekly, monthly, etc.);
- b. Transaction type within payment and/or fee type;
- c. Payment and/or fee type;
- d. Payment tender type.

4. Reporting

The Offeror should have real-time, web-based reporting of transactions available to the SCC. In addition to real-time, web-based reporting, the Offeror shall provide the SCC with daily electronic reports that list all funds collection on its behalf.

a. Information included in daily electronic reports

The daily electronic report shall contain the following information:

- i. Type of payment;
- ii. Applicable account number;
- iii. Amount paid to the SCC;
- iv. Convenience fee charged to the customer;
- v. Total amount charged;
- vi. Type of credit card used;
- vii. Cardholder's telephone number;
- viii. Cardholder's name;
- ix. Date and time of transaction;
- x. Unique ID# of the transaction;
- xi. Method of payment (internet or point-of-sale).

b. Transmission of daily electronic reports

The daily electronic transmission file of all data specified above shall be in fixed width ASCII format (or other format as specified by the SCC) and transmitted via secure file transfer protocol (SFTP).

- i. An email notification should be sent to the SCC stating that the daily transmission file is ready for pickup;
- ii. The transmission should be placed on the SFTP site no later than 6:00 a.m. the following day;
- iii. The name of each transmission file should be unique and contain the transaction date;

- iv. If there are no transactions for a day, the system provider should send a null file;
- v. All files and reports should reflect charges made to the SCC from 12:00:00 a.m. to 11:59:59 p.m. each day.

F. Audit and Control

The contractor's system shall have adequate audit and control capabilities in place. The system shall:

- 1. Be able to establish auditable transactions individually, or within groups, as determined by SCC business requirements;
- 2. Be able to track individual transactions from receipt through reconciliation for the various payments being accepted;
- 3. Be able to track totals of individual transactions for various business periods, including but not limited to, daily, weekly, monthly, quarterly, and yearly; and
- 4. Allow research to be conducted into individual transactions by various transaction types, payment types, and payment tender types (i.e. credit card type, electronic check, etc.).

G. Security and Certification

The contractor's electronic payment processing system(s) must be able to secure confidential data. The system(s) must provide safeguards from unauthorized access and use for unauthorized purposes.

- 1. Secure Socket Layer (SSL) and Transport Socket Layer (TSL)Technology

The contractor shall be required to maintain a secure site for all electronic payment transactions. The contractor's system shall:

- a. Have 128-bit SSL encryption for all online transactions, at a minimum;
- b. Have TLS implemented, at version 1.0 or newer
- c. Have SSL security technology for data encryption and protection during transmission to and from web servers;
- d. Provide for point-to-point data encryption for all keyed data, as well as devices allowing the swiping of credit cards;

- e. Have SSL keys installed on all web servers receiving sensitive data to secure the transmission of the data and include a certified VeriSign (or comparable) certificate.
2. Payment Card Industry Security Standards Council (PCI SSC) Security Standards

The current PCI Data Security Standards (PCI DSS) shall be applied to each of the contractor's electronic payment processing systems where account data is stored, processed, or transmitted. The systems shall:

- a. Have the current PCI DSS applied to each of the electronic payment processing systems and components including:
 - i. All locations where cardholder data is stored, processed, or transmitted;
 - ii. All locations where sensitive authentication data is stored prior to authorization, processing, or transmission;
 - iii. Wireless network components and servers;
 - iv. Cabled network components and servers.
- b. Have the current PCI DSS Tokenization Guidelines applied to each of the electronic payment processing system's tokenization systems including, but not limited to:
 - i. Common components;
 - ii. Operations;
 - iii. Security;
 - iv. Roles and responsibilities.
- c. Have the current PCI DSS Virtualization Guidelines applied to each of the electronic payment processing systems to ensure that any virtualized portion of the cardholder data environment is properly scoped and defined, current and potential threats and technical vulnerabilities are identified, and the appropriate PCI DSS control requirements are applied. The guidelines shall be applied to virtual system components including, but not limited to:
 - i. Hypervisors;
 - ii. Virtual machines;
 - iii. Virtual appliances;
 - iv. Virtual switchers or routers;

- v. Virtual applications and desktops;
 - vi. Cloud computing.
- d. Have the current PCI DSS Guidelines for Protecting Telephone-based Payment Card Data applied to the electronic payment processing system(s) if cardholder data is accepted or processed over the telephone via voice recordings and/or through the use of call centers.
- e. Have the current PCI DSS Wireless Guidelines applied to the electronic payment processing system(s) in accordance with the PCI DSS for in scope and out of scope wireless network components.
- f. Have the current PCI DSS Mobile Payment Security Guidelines applied to all mobile devices that have payment-acceptance applications installed and/or are used for payment processing.

3. Payment Application Data Security Standard (PA-DSS)

The current PA-DSS shall be applied to the electronic payment processing system(s) to address payment applications functionality. Payment applications functionality includes:

- a. End-to-end payments functions (authorization and settlement);
- b. Input and output, error conditions, interfaces and connections to other files, systems and/or payment applications or application components;
- c. All cardholder data flows;
- d. Encryption mechanisms;
- e. Authentication mechanisms.

4. PCI Point-to-Point Encryption Solution Requirements (P2PE)

The current PCI P2PE requirements shall be applied to all of the electronic payment processing system's hardware and devices that are used to encrypt and/or decrypt cardholder data transactions and sensitive authentication data prior to the completion of the authorization process. In addition, the hardware and devices must have been evaluated and approved to conform to the PCI PIN Transaction Security (PTS) and PCI Hardware Security Module (HSM) requirements.

Hardware and devices include, but are not limited to:

- a. Hardware and hardware secure cryptographic devices;
- b. Point of interaction devices;

- c. Host/hardware security modules.

5. ITRM Standard SEC501-07.1

The contractor must comply with the current and future versions of the Commonwealth of Virginia's Information Security Standard ITRM Standard SEC501-07.1. In particular, the contractor must:

- a. Provide immediate notification to the SCC of suspected breaches; and
- b. Allow the SCC to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.

6. Annual Security Certifications

Upon or before the date of entry into any contract, the contractor shall certify compliance as set forth below, and thereafter on an annual basis.

Annual security certifications are required to document and ensure that adequate controls are in place to mitigate risk to sensitive data. The contractor must be able to provide detailed information to SCC staff, upon request, related to any of the certifications below.

The certifications that the contractor and/or contractor's electronic payment processing system shall have include:

- a. Current PCI DSS compliance
- b. Current PA-DSS compliance
- c. Current PCI P2PE requirements

7. Annual Security Audits

Annual security audits are required to document and ensure that adequate controls are in place to mitigate risk to sensitive data. The contractor should have independent security evaluations of their electronic payment processing system(s) and shall inform the SCC of the pass/fail results and frequency of the evaluations.

Such audits include, but are not limited to, Service Organization Control (SOC) Reports 1 and 2 and a PCI Report of Compliance (ROC) that indicates that an annual on-site PCI DSS assessment has been successfully completed by a PCI Qualified Security Assessor (QSA). The ROC shall:

- a. Be remitted to the SCC on an annual basis;
- b. Show that the QSA has identified all locations and flows of cardholder data between the SCC and the contractor (including the roles of any outsourced third party involvement);
- c. Show that the QSA has confirmed the accuracy of the contractor's PC DSS scope.

The ROC should also be accompanied with a copy of the results of the last four (4) quarterly external IP addresses scans and results of the most recent network and application layer test. The contractor shall indicate if these assessments, scans, and penetration tests are part of the organization's internal processes or if they were performed by an external, independent QSA or authorized scanning vendor.

H. Customer Service

The contractor shall provide customer service to both the SCC and customers using the electronic payment processing services.

The contractor shall:

1. Provide a direct client customer service phone number for the SCC's use.
2. Update the SCC prior to proposed downtime for system maintenance.

The contractor should provide customer service to SCC customers 24/7.

I. Convenience Fee(s)

A convenience fee, in addition to the amount of the obligation to be paid to the SCC, may be imposed upon the customer by the contractor in order to process the electronic payment transaction(s). Unless prohibited by credit card restrictions, the convenience fee charged should be a flat fee or flat percentage rate of the payment processed by the contractor on behalf of the SCC. Convenience fees shall not be charged without approval of the SCC and shall be subject to review by the SCC.

If the contractor imposes a convenience fee for processing an electronic payment transaction on behalf of the SCC, the contractor shall:

1. Clearly and conspicuously communicate the amount of the convenience fee to the customer during the transaction process and prior to the completion of the transaction;

2. Obtain customer approval of the convenience fee prior to obtaining credit authorizations;
3. Clearly state that the convenience fee is being charged by and paid solely to the contractor and is separate and distinct from the obligation due to the SCC; and
4. Include the convenience fee paid as a separate and distinct line item on any receipts or statements provided to the customer including, but not limited to, credit card statements, bank statements, and payment receipts.

J. Implementation

1. Initial Implementation

The contractor shall provide implementation services for the SCC. The contractor shall share and publish documentation including the following:

- a. Pre-installation assessment, user, and systems manuals;
- b. User and systems training;
- c. Exceptions resolutions training;
- d. Hardware and software acquisition, installation, and configurations;
- e. Staff operations;
- f. Other items as needed to facilitate initial installations or expanded installations.

2. Test Environment

The contractor shall provide a secure environment for the testing of new applications that is entirely separate from the production environment. Test cards or account numbers shall be provided by the contractor for use in the test environment. The contractor should also provide test cards or account numbers that can be used in the production environment.

3. Subsequent Implementation of Additional Fees/Charges

The electronic payment processing system shall be able to meet changing business requirements with minimal additional programming/coding, construction, and testing. For example, if SCC business requirements were to dictate implementation of a new fee, the ability to add it to the online payment offerings shall be available through configuration set up or configuration changes.

K. Completion of Contract

At the completion of the contract, the contractor shall ensure that all transaction data is encrypted, secured, and turned over to the SCC in a mutually agreed upon format, at no charge to the SCC.

VII. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. General Requirements

1. RFP Response: In order to be considered for selection, Offeror must submit a complete response to this RFP. Proposal shall be submitted as required in Section VII, C. 1 (Format) and 2 (Organization) and as requested below, so marked, and sealed separately as follows:
 - a. One (1) complete **original** proposal contained in a single three (3) ring binder (do not include pricing) and one (1) **CD** of the same in a Microsoft compatible and searchable file format. Clearly indicate the following on the sealed package, the three (3) ring binder and the CD:
 - Offeror name
 - *“Original Proposal”*
 - RFP #SCC-13-022-ITD
 - b. One (1) complete **redacted copy** (removing any proprietary data or material) of original proposal contained in a single three (3) ring binder (do not include pricing) and one (1) CD of the same in a Microsoft compatible and searchable file format. Clearly indicate the following on the sealed package, the three (3) ring binder and the CD:
 - Offeror name
 - *“Redacted Copy of Original Proposal”*
 - RFP #SCC-13-022-ITD
 - c. Four (4) **copies** of the Original proposal (do not include pricing) contained in a single three (3) ring binder and one (1) CD of the same in a Microsoft compatible and searchable file format included in each binder. Clearly indicate the following on the sealed package and on each of the three (3) ring binders:
 - Offeror name
 - *“Original Proposal Copies”*
 - RFP #SCC-13-022-ITD
 - d. One (1) complete **Pricing** proposal contained in a single three (3) ring binder and one (1) **CD** of the same in a Microsoft compatible and searchable file format. Clearly indicate the following on the sealed package, the three (3) ring binder and the CD:
 - Offeror Name
 - *“Pricing Proposal”*
 - RFP #SCC-13-022-ITD

No other distribution of the proposal shall be made by the Offeror.

2. Proposal Preparation:

- a. The proposal shall be signed by a person(s) legally authorized to bind the Offeror to a contract. The proposal must contain the legal name of the Offeror and a statement as to whether the Offeror is a sole proprietor, a partnership, a corporation, a limited liability company, or any other legal entity. A proposal submitted by an agent must have a current Power of Attorney attached certifying the agent's authority to bind the Offeror. The Offeror must include a statement that it is authorized to do business in the Commonwealth of Virginia.
- b. All information requested should be submitted as requested in Section VII, C. 1 and C. 2 below. Failure to submit all information and in the format requested may result in the SCC requiring prompt submission of missing information and giving a lowered evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the SCC. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- c. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- d. Ownership of all data, materials, and documentation originated and prepared for the SCC pursuant to the RFP shall belong exclusively to the SCC and be subject to public inspection. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure; however, the Offeror must invoke the protections of § 2.2-4342 F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as underlining or highlighting and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
- e. Upon award, the selected Offeror shall provide to the SCC two (2) CD's in Microsoft compatible file format, two (2) bound hard copies of the entire RFP response to include any negotiated changes and one (1) CD in Microsoft compatible file format, and one (1) bound hard copy redacted

(removing all proprietary information or material) of the entire RFP response to include any negotiated changes of the same.

3. Oral Presentation:

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the SCC. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. The SCC will schedule the time and location of these presentations. Oral presentations are an option of the SCC and may or may not be conducted.

B. Specific Proposal Instructions

Proposals should be as thorough and detailed as possible so the Evaluation Committee may properly evaluate your capabilities to provide the required services.

1. Specific Plans (Proposal) – Offeror should provide specific plans for providing the proposed services, to include a written narrative that:
 - a. Demonstrates the Offeror’s understanding of the requirements requested in Section VI, Statement of Needs;
 - b. Demonstrates Offeror’s in-depth knowledge of the services solicited by this RFP;
 - c. Describes how Offeror proposes to provide and meet each specific requirement in Section IV, Statement of Needs;
 - d. Includes any advantages Offeror has over its competition, including any services Offeror currently provides or plans to utilize in the near future, that are unique within the industry and could be advantageous to the SCC;
 - e. Indicates acceptance of all General and Special Terms and Conditions (reference Section XII and XIII).
 - f. Identifies all staff, including management personnel and account managers responsible for the relationship between the Offeror and the SCC, to include:
 - Complete names, business and cellular telephone numbers, fax numbers and email addresses;

- Description of relevant experience of each and their qualifications;
 - The function (s) or portion of service each proposed staff member will perform or be responsible for providing to SCC ITD, and if staff member's time is designated as primarily technical, supervisory, oversight, etc.
- g. Provide a description of any business continuity/disaster recovery plan.
 - h. Provide a detailed implementation schedule for the contract, including tasks and dates for completion of each.
 - i. Includes any additional information Offeror feels is relevant to this RFP. Offerors are encouraged to discuss any creative approaches in providing the requested services and address any aspects of their offering or capability to provide the requested services in such a manner that would enhance efficiency and/or reduce costs.

2. Appendices

Offeror shall respond by providing the additional requested information:

- a. Appendix A – Small, Women-Owned, and Minority-Owned Businesses
- b. Appendix B - Offeror Data Sheet
- c. Appendix C – W-9/Request For Taxpayer Identification Number and Certification
- d. Appendix D – State Corporation Commission Form

3. Pricing Proposal

The Offeror shall submit the following:

Complete Appendix F – Pricing Schedule and submit in separate binder (Binder 2)

C. Specific Proposal Format/Organization/Identification

1. Proposal Format - Offerors should follow the following proposal format and include all items indicated under Proposal Organization (reference 2 below) in their proposals:
 - a. 8.5" X 11" with right and left margins of one (1) inch.

- b. Each paragraph in the proposal should reference the paragraph number of the corresponding paragraph or sub-paragraph. All pages of the proposal should be numbered.
 - c. Information that the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted as directed in section 2 below and designated as additional information.
2. Organization: All proposals regardless of means of submission (electronic or paper) shall be organized as shown below:

Original Proposal Organization – Binder 1

- a. Tab 1 -Original RFP with Cover page (completed and signed) and Addenda (if any) (completed and signed);
- b. Tab 2 -Table of Contents
- c. Tab 3 Proprietary Data – Listing of Proprietary Data referencing specific proposal section, page numbers and reasons protection is needed (See § 2.2-4342 F of the *Code of Virginia*)
- d. Tab 4 -Glossary of Terms and Abbreviations
- e. Tab 5 – Responses as outlined and required in Section VII, B.1, Specific Proposal Instructions (a-i)
- f. Tab 6 – Responses to Section VII, B. 2 Appendices (a-e)
- g. Tab 7 - Additional Information

Pricing Proposal Format (Binder 2)

Tab 1 – Response to Section VII. B. 3, Pricing Proposal

- 3. Proposals submitted electronically or hard copy (paper) shall include all information as requested and in the format indicated.
- 4. Identification of Proposal Envelopes: - The signed “*Original*” Proposal and CD, “*Redacted*” copy of Original Proposal and CD, and “*Copy*” of original Proposal and CD are required to be submitted in **separate sealed envelope(s) or package(s) for each and identified as follows:**

From: _____ December 30, 2013 until 2:00 PM
Name of Offeror Due Date Time

Street or Box Number RFP NO.#SCC-13-022-ITD

City, State, Zip Code

*Contents: _____
(Indicate contents of envelopes as either “**Original**” Proposal, “**Redacted**” copy of Original Proposal, “**Copy**” of Original Proposal.)

Third Party Electronic Payment Processing Services
RFP Title

Name of Contract/Purchase Officer or Buyer: Sheryl Conyers

The envelopes should be addressed as directed on page 2 of the solicitation and identified as directed above. If a proposal is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation (see page 2). No other correspondence or other proposals should be placed in the envelope.

5. If a proposal is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. No other correspondence or other proposals should be placed in the envelope.

VIII. EVALUATION AND AWARD CRITERIA:

A. Evaluation Criteria

Proposals shall be evaluated by the SCC using the following criteria:

1. Overall suitability of proposal
2. Qualifications
3. References
4. Small, Woman-Owned and Minority-Owned Businesses
5. Agreement with terms and conditions
6. Price

Points assigned to each criteria will be posted prior to 2:00 p.m., December 30, 2013, on the following websites: www.eva.virginia.gov and www.scc.virginia.gov

B. Award of Contract

Selection shall be made of two or more Offerors deemed to be fully qualified and best-suited among those submitting proposals on the basis of the evaluation criteria included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror that, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

IX. REPORTING REQUIREMENTS:

The Contractor shall provide the reports listed in section VI. G. Security and Certification to the SCC's Information Security Officer.

X. TENTATIVE SCHEDULE OF EVENTS:

	ACTIVITY	DATE
1.	Issue Request for Proposals	December 2, 2013
2.	Preproposal Conference Held	December 10, 2013
3.	Last Day to Receive Written Questions	December 12, 2013
4.	Proposals Due Until 2:00 PM	December 30, 2013
5.	Proposal Review and Negotiations	January 2, 2014 – February 28, 2014
6.	Contract Award	March 15, 2014
7.	Contract Start Date	To Be Determined

XI. PRE-PROPOSAL CONFERENCE:

An optional pre-proposal conference will be held at **2:00 PM, December 10, 2013** at the State Corporation Commission, 1300 East Main Street, Richmond, Virginia. The conference will be held in the 7th floor conference room of the building.

The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. Offerors planning to attend the conference on-site should bring a copy of the solicitation.

The conference is expected to be no more than 1-2 hours in length. Offerors who plan to participate, should contact Sheryl Conyers, 804-371-9461 or by email sheryl.conyers@scc.virginia.gov **no later than December 9, 2013** to indicate your intention to attend the on-site conference.

Offerors are encouraged to submit written questions in advance of the pre-proposal conference to allow the SCC time to review and provide a response at the conference. All questions should be submitted no later than two (2) business days prior to the conference date. The SCC will provide written responses to Offeror inquiries via e-mail; verbal responses will not be provided. Any changes resulting from the pre-proposal conference will be issued in a written addendum to the solicitation.

XII. GENERAL TERMS AND CONDITIONS:

- A. **CONTRACTUAL CLAIMS:** The procedure for filing contractual claims is set forth in Section 2.2-4363 of the *Code of Virginia*.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposal, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, Section 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 - 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their proposal, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the SCC reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the SCC shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the

determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, Section 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the SCC for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the SCC and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the SCC, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the SCC.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT and the Special Term and Condition TRANSACTION FEES PER CONSUMMATED LOAN PAID BY PAYDAY LENDERS CONSTITUTE THE SOLE COMPENSATION FOR CONTRACTOR shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF OFFERORS:** The SCC may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the SCC all such information and data for this purpose as may be requested. The SCC reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The SCC further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the SCC that

such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. **TESTING AND INSPECTION:** The SCC reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the SCC.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The SCC may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the SCC a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the SCC's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the SCC with all vouchers and records of expenses incurred and savings realized. The SCC shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the SCC within thirty (30) days from the date of receipt of the written order from the SCC. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes

provided in section 2.2-4363 of the *Code of Virginia*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the SCC or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the SCC, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the SCC may have.
- Q. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that, if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with Sections 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the SCC of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the SCC will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.
- S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement

notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. **NONDISCRIMINATION OF CONTRACTORS:** An offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the SCC shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- V. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.
- W. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with the SCC pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. The SCC may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

XIII. SPECIAL TERMS AND CONDITIONS:

AA. AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

BB. CANCELLATION OF CONTRACT: The SCC reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

CC. INDEPENDENT CONTRACTOR: The contractor shall be considered an independent contractor and neither the contractor, nor personnel employed by the contractor, are in any sense to be considered employees or agents of the SCC, or of the Commonwealth of Virginia.

DD. RENEWAL OF CONTRACT: This contract may be renewed by the SCC for four (4) one (1) year periods under the terms and conditions of the original contract except as stated in a. and b. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

- a. If the SCC elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "other services" category, Table 3, Column 5 of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- b. If during any subsequent renewal periods, the SCC elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other services" category, Table 3, Column 5 of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

EE. SCC POLICIES, STANDARDS, AND PROCEDURES: Contractor agrees to comply with all pertinent SCC policies, standards, and procedures. If contractor is unable to comply with all SCC policies, standards, and procedures, it is the responsibility of the contractor to bring this fact to the attention of the Contract Administrator, in writing, and to recommend an alternative solution. The decision concerning relief from or changes to a policy, standard, or procedure will be made by the SCC and communicated to the contractor in writing.

FF. CERTIFIED SMALL, WOMEN-OWNED AND MINORITY-OWNED BUSINESSES SUBCONTRACTING AND REPORTING: The SCC welcomes and encourages proposals from certified small businesses, including but not limited to women-owned and minority-owned businesses, either as prime contractors or subcontractors to prime contractors. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to certified small, women-owned and minority-owned businesses. Names of some firms that qualify are available on the Commonwealth of Virginia electronic procurement website: <http://eva.virginia.gov>. When such business has been subcontracted to these firms, Contractor agrees to provide the information required in Appendix A to this solicitation.

GG. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the SCC. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the SCC the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

HH. THIRD PARTY ACQUISITION: The Contractor shall notify the SCC in advance and in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The Contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the Contractor shall obtain, for the SCC's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.

II. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to individuals or business entities will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the SCC's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractor shall defend and incur all costs, if any, for actions which arise as a result of non-compliance by contractor, its agents, employees, successors, assigns, or subcontractors regarding the restrictions herein.

JJ. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or

authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

KK. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

LL. LIABILITY INSURANCE AND INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the SCC, its officers, commissioners and employees from and against any and all third party claims, or direct damages suffered by the SCC, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against the SCC to the extent such Claims in any way relate to, arise out of or result from: (i) any act or omission of any Contractor employee or Subcontractor of Contractor, (ii) breach of any representation, warranty or covenant of Contractor contained herein, (iii) any defect in the Deliverables or the service(s), or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Deliverables or service(s). Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. In all cases the selection and approval of counsel and approval of any settlement must be satisfactory to the SCC.

The selected contractor shall indemnify the SCC against any and all losses incurred with respect to these electronic payment transactions.

XIV. PRICING SCHEDULE:

The Contractor shall provide the goods/services as detailed in Appendix F at the prices stated therein.

XV. METHOD OF PAYMENT:

Payment shall be made in accordance with Paragraph J of the General Terms and Conditions.

Invoices shall be submitted by the Contractor upon completion and SCC acceptance of services rendered. Invoices should be detailed to include the services provided, the period of service, the associated contract fee(s) and indicate the contract number for each invoice submitted to the SCC by the Contractor.

Invoices must be submitted by the Contractor directly to:

State Corporation Commission
Information Technology Division
P.O. Box 1197
Richmond, VA 23218-1197

Convenience Fees: The Contractor shall be compensated for convenience fees solely through fees charged to the credit card/check fee customer and collected by the Contractor.

XVI. APPENDICES:

- A. Small, Women-Owned, and Minority-Owned Businesses
- B. Offeror Data Sheet
- C. W-9/Request for Taxpayer Identification Number and Certification
- D. State Corporation Commission Form
- E. Standard Contract
- F. Pricing Schedule
- G. eFile Adoption Rates
- H. eFile Technical Architecture and System Interactions
- I. Directions to the Tyler Building

APPENDIX A - Small, Women-Owned, And Minority-Owned Businesses

I. SMALL BUSINESS CERTIFICATION

Small businesses, including but not limited to women-owned and minority-owned businesses, that meet the small business designation as defined in Section II below must be certified prior to the date set for receipt of bids, proposals or quotes. Small businesses that meet the designation in Section II and are already certified by either the Virginia Department of Minority Business Enterprise (DMBE) or by another source that meets the small business designation as defined in Section II, must provide a copy of the small business certification. (Businesses who desire more information on the Commonwealth of Virginia certification program may reference the DMBE website www.dmbv.virginia.gov).

II. SMALL BUSINESS DESIGNATION

If your company is certified as a small business, including but not limited to women-owned and minority-owned businesses, as defined below, please check the appropriate box:

- ☐ **Small Business:** "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years
- ☐ **Small Women-Owned Business:** Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.
- ☐ **Small Minority-Owned Business:** Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

Minority Individual: "Minority individual" means an individual who is a citizen of the United States or a non-citizen who is in full compliance with United States immigration law and who satisfies one or more of the following definitions:

- a. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
- b. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Marianas, the Philippines, a U. S. territory of the Pacific, India, Pakistan, Bangladesh or

Sri Lanka and who is regarded as such by the community of which this person claims to be a part.

- c. "Hispanic American" means a person having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
- d. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

III. SUBCONTRACTING SMALL BUSINESS OPPORTUNITIES

Does your company intend to offer subcontracting opportunities to businesses certified as small businesses, including but not limited to women-owned and minority-owned businesses? Check the appropriate box below:

☐ YES

☐ NO

If YES is checked proceed to Section IV (1-3) of this Appendix for additional requirements.

IV. SUBCONTRACTING WITH SMALL BUSINESSES.

1. Prime contractors that do not meet the small business designation stated in Section II are encouraged to offer subcontracting opportunities to businesses certified as small businesses, including but not limited to women-owned and minority-owned businesses. To assist in locating such small businesses, the following searchable databases and/or member listings are provided:

- eVA(Virginia's Web-based Purchasing System)
<http://www.eva.virginia.gov>
- Virginia Minority Suppliers Development Council (VMSDC)
<http://www.vmsdc.org>
- Metropolitan Business League (MBL)
<http://www.thembl.com>
- Pro-Net (Small Business Administration)
<http://pro-net.sba.gov/>
- Diversity Business for multicultural-owned businesses
<http://www.diversitybusiness.com/>
- Other Small Business Organizations (such as Virginia Chapter of National Federation of Independent Businesses www.nfib.com/object/stateDirVA.html or the Virginia Chamber of Commerce www.vachamber.com)

2. Prime contractors that propose to use certified small businesses, including but not limited to women-owned and minority-owned businesses, as subcontractors, must report the planned utilization of small businesses in performance of this contract. The following minimum information must be provided with Offeror's proposal to the SCC Procurement Office for purposes of awarding points under this solicitation:

- **Small Business Name & Address**
- **Contact Person, Telephone Number& Email Address**
- **Type of Goods and/or Service provided**
- **Planned Contract Dollars During Period of Contract for Utilization of Small Businesses**

Prime contractors that propose to use certified small businesses, including but not limited to women-owned and minority-owned businesses, as subcontractors, will be awarded points for certified small business utilization.

3. Prime contractors awarded a term contract by the SCC that state their intent to utilize certified small businesses as subcontractors, including but not limited to women-owned and minority-owned businesses, shall submit a monthly report to the SCC of all dollars spent during the period of the contract with small business subcontractors that provide goods and/or services under this contract. The report shall be due by the 10th of the month following the month for which the spend data is being reported. At a minimum, the following information must be provided to the SCC Procurement Office:

- **Applicable Month and Year**
- **Small Business Name & Address utilized**
- **Contact Person, Telephone Number& Email Address**
- **Type of Goods and/or Services Provided**
- **Amount of Actual Monthly Spend Provided to Each Small Business**
- **Evidence of Compliance (documentation that supports actual monthly spend, i.e., copy of check paid to small business, copy of paid invoice, etc.)**

APPENDIX B - Offeror Data Sheet

(To Be Completed by Offeror)

Qualifications of Offeror: The offeror must have the capability and capacity in all respects in order to fully satisfy all contractual requirements.

Offeror Corporate Overview:

1. Years in business: Indicate the length of time you have been in business providing this type of service: _____ years _____ months.
2. Background and Experience: Provide background and experience in this market.
3. Corporate Identity: Provide the identity of any parent corporation, include address, phone and fax numbers, FEIN or tax ID No., Company web site and contact email. Also provide the identity of any subsidiaries, as applicable.
4. Organization & Structure: Provide an overview of the organizational operating structure and describe the operational and functional relationships of the business units of your organization, as it relates to your proposal and SCC's stated needs and requirements. Organizational charts are helpful supplements to your explanations.
5. Corporate History and Structure: In the event significant company changes have occurred within the past three years (e.g., merger, acquisition, etc.), or may be planned to occur, explain the change(s) and how it has, or has not, or may impact the company's financial viability.
6. Locations: Describe the geographical locations of your firm at the national, regional, and local levels, as applicable, and identify all locations that will be used to support this contract and the operations handled from these locations.
7. Strategic Relationships: State any subcontractors and outsourced services to be used in performance of any contract resulting from this solicitation.
8. Quality Program: Describe all quality programs your company has adopted which directly impact your proposed solution, i.e. training, certification, etc.

Financial Information:

9. Dun and Bradstreet: Provide a comprehensive Dun and Bradstreet Report of your company's financial information.
10. Annual Reports:
 - Provide your most recent three years of certified, audited financial statements with Balance Sheet, Income Statement and Cash Flow Statement with auditor comments and footnotes.
 - In the event your most recent certified, audited financial statements do not include the current financial data, the current year financial data must be provided even though it may be unaudited.

- Provide the current year (2013) financial statements to include Balance Sheet, Income Statement and Cash Flow Statements even though they may be un-audited.
11. Total Revenue: Indicate your company's total annual revenue for the last complete 12 months, the most recent total annual revenue, and the portion of those revenues associated with the requirements of this solicitation.
 12. Financial Viability. To assist the SCC with determining your company's solvency, profitability and liquidity, provide a written analysis of your company's current ratios for each of the following:
 - Debt to equity ratio
 - Debt to assets ratio
 - Equity to assets ratio
 - Net profit ratio
 - Current assets to current liabilities ratios

References:

13. Customer References: The Offeror must demonstrate a proven record of successfully providing services similar to those defined in Section VI as appropriate to customers of similar scope and complexity. The references must be from past and/or current commercial or government accounts, including the SCC if applicable. The Offeror shall provide three references, with contact names, email addresses, phone number and service descriptions (specific services provided), which the SCC may use in reference checking. If your firm has provided the requested services to the SCC in the past, the SCC must be listed as a reference.

The SCC will make such reasonable investigations as deemed proper and necessary to determine the ability of an Offeror to perform the contract and these may include, but may not be limited to, reference checks and interviews. Offeror should verify the reference information (contact person, telephone numbers and email address) is current and up-to-date prior to submitting them. Indicate whether any commercial, government or state contracts have not been extended or have been cancelled for performance issues in the last three (3) years.

Offeror Reference # 1 Organization/Company Name _____

Period of Performance (Contract) From _____ through _____
(Beginning Date) (Ending Date)

Contact Name(s)	Email	Phone Number	Service Description

Offeror Reference # 2 Organization/Company Name _____

Period of Performance (Contract) From _____ through _____
(Beginning Date) (Ending Date)

Contact Name(s)	Email	Phone Number	Service Description

Offeror Reference # 3 Organization/Company Name _____

Period of Performance (Contract) From _____ through _____
(Beginning Date) (Ending Date)

Contact Name(s)	Email	Phone Number	Service Description

APPENDIX C - W-9/REQUEST FOR TAXPAYER ID & CERTIFICATION

Form W-9 (Rev. January 2003) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
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Print or type
See Specific instructions on page 2.

Name
Business name, if different from above
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶
<div style="display: flex; justify-content: space-between;"> <div>Address (number, street, and apt. or suite no.)</div> <div>Requester's name and address (optional)</div> </div>
City, state, and ZIP code
List account number(s) here (optional)

Part I

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number <div style="border-bottom: 1px solid black; width: 100%;"></div>	or	Employer identification number <div style="border-bottom: 1px solid black; width: 100%;"></div>
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Part II

Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here
 Signature of U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.
Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

APPENDIX C - W-9/Request For Taxpayer Identification Number And Certification

Form W-9 (Rev. 1-2003)

Page 2

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien** or a **foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

- 9. A futures commission merchant registered with the Commodity Futures Trading Commission;
- 10. A real estate investment trust;
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
- 12. A common trust fund operated by a bank under section 584(a);
- 13. A financial institution;
- 14. A middleman known in the investment community as a nominee or custodian; or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments; attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



APPENDIX D– STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (SCC) registration information. The offeror:

- ☐ is a corporation or other business entity with the following SCC identification number: _____ **-OR-**
- ☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- ☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**
- ☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

APPENDIX E – Standard Contract

COMMONWEALTH OF VIRGINIA STATE CORPORATION COMMISSION

EXAMPLE

Contract Number: RFP # _____

This contract entered into this ____ day of _____, by _____ hereinafter called the “Contractor” and Commonwealth of Virginia, State Corporation Commission called the “SCC.”

WITNESSETH that the Contractor and the SCC, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the SCC as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____, with three 3-year renewal options.

The contract documents shall consist of:

(1) This signed form;

(2) The following portions of the Request for Proposal dated _____:
(insert appropriate reference to Statement of Needs, Terms & Conditions and Addenda if any)

(3) The Contractor’s Proposal dated _____ and the following negotiated modifications to the Proposal and their date(s), all of which documents are incorporated herein.

(4) Clarifications to Contractor’s Proposal

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

CONTRACTOR:

Signature: _____
Name: _____
Title: _____

PURCHASING AGENCY:

Signature: _____
Name: _____
Title: _____

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia* §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

APPENDIX F – Pricing Schedule

The Offeror shall include and fully describe all fees and charges associated with providing third party payment services as described in Section VI of the RFP.

- A. Describe in detail all charges, regardless of payment responsibility, SCC or Customer, that shall be applicable to the following and reflect a Grand Total of all charges:

Payment Type	Third Party Payment Processor Fee
Credit Card Processing Fee	_____ % per transaction or \$_____ per transaction
Debit Card Processing Fee	_____ % per transaction or \$_____ per transaction
eCheck Processing Fee	_____ % per transaction or \$_____ per transaction
Implementation Costs	\$_____
Card Readers or Other Equipment (Please itemize if multiple types of equipment or charges)	\$_____
Any Other Fees Charged Directly to the SCC (Please itemize if multiple types of fees)	\$_____
Enter Grand Total Here ➡	

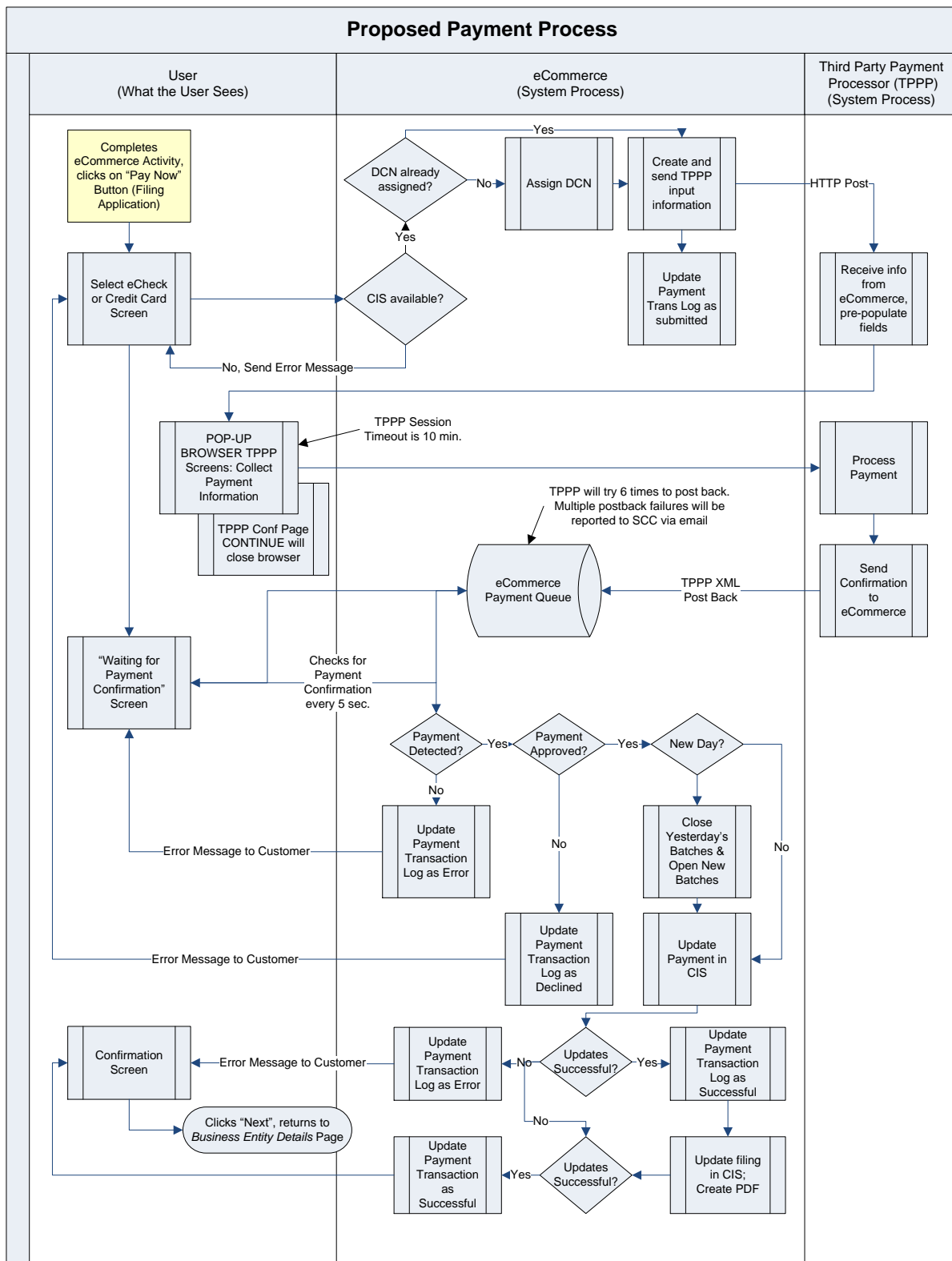
- B. Offeror shall provide relevant information that supports the reasonableness of the proposed pricing.

APPENDIX G – eFile Adoption Rates

September 1 - 30 2013	eFile	Non eFile Total	Total	eFile Percentage
eFile Corp Asmt Pay	3,828	10,554	14,382	27%
eFile LLC Asmt Pay	4,324	11,648	15,972	27%
eFile UCC	2,094	3,722	5,816	36%
eFile New Corporations	686	927	1,613	43%
eFile New LLCs	3,211	1,060	4,271	75%
eFile Post Formation PDFs	110	902	1,012	11%
eFile Certificates G S/Fact	2,232	638	2,870	78%
eFile UCC Info Requests	24	379	403	6%

Cumulative	eFile	Non eFile Total	Total	eFile Percentage
eFile Corp Asmt Pay	106,382	532,806	639,188	17%
eFile LLC Asmt Pay	93,291	367,277	460,568	20%
eFile UCC	30,906	162,347	193,253	16%
eFile New Corporations	15,778	27,273	43,051	37%
eFile New LLCs	73,115	39,278	112,393	65%
eFile Post Formation PDFs	2,261	24,778	27,039	8%
eFile Certificates G S/Fact	44,578	20,186	64,764	69%
eFile UCC Info Requests	178	3,858	4,036	4%

APPENDIX H - eFile Technical Architecture and System Interactions



APPENDIX I - Directions to the Tyler Building

- Approaching Richmond from the NORTH: Take I-95 South into Richmond. Take the Franklin Street exit (74B). At the end of the exit ramp, take a right, drive two blocks. The Tyler Building is on the left - between Main and Bank streets.
- Approaching Richmond from the WEST: Take I-64 East to I-95 South into Richmond. Take the Franklin Street exit (74B). At the end of the exit ramp, take a right, drive two blocks. The Tyler Building is on the left - between Main and Bank streets.
- Approaching Richmond from the EAST: Take I-64 West to Richmond. Exit onto I-95 South, stay in right lane to the Franklin Street Exit (74B). At the end of the exit ramp, take a right, drive two blocks. The Tyler Building is on the left - between Main and Bank streets.
- Approaching Richmond from the SOUTH: Take I-95 North into Richmond. After crossing the James River, take the Broad Street Exit (74C). Stay in right lane onto ramp to 17th Street. Follow 17th Street to Broad Street intersection. Take a right on Broad Street and get in left lane. Make a left on 14th Street. Go two blocks. Take a right on Main Street. Tyler Building is on the right at the corner of 13th and Main.
- From the RMA Downtown Expressway (Rt. 195): - Take Rt. 195 South into Richmond (through 50-cent toll), and take the 7th/9th Street exit. After exiting, stay in left lane and take first left onto 7th Street. Go two blocks and take right onto Cary Street. Turn left on 14th Street. Go one block and turn left on Main Street. The Tyler Building is on the right at the corner of 13th and Main.

